

7/11/06

PROPOSITION 13 WATERSHED PROTECTION GRANT PROGRAM  
 GRANT AGREEMENT  
 BETWEEN THE  
 STATE WATER RESOURCES CONTROL BOARD  
 AND

CITY OF CHICO

CHICO URBAN STREAMS ALLIANCE CLEAN CREEKS PROJECT

AGREEMENT NO. 04-182-555-01

This Grant Agreement is made between the State of California acting by and through the State Water Resources Control Board, hereafter referred to as the "SWRCB", and City of Chico, a city, hereafter referred to as the "Grantee" **and as approved March 23, 2005 is hereby amended on August 29, 2006 to revise the work to be completed date, term end date, and reduce the number of monitoring locations (deletion shown in stricken and revision in bold and underline). Except as noted herein all other terms and condition shall remain the same.**

WHEREAS:

1. The following provision(s) authorize the SWRCB to enter into this type of Grant Agreement:  
 WC § 79079 (Pr 13 Watershed Protection Program)
2. The Grantee has applied for a grant and has been determined by the SWRCB to be eligible for a grant pursuant to applicable State laws and regulations; and
3. The SWRCB, pursuant to the SWRCB Resolution No., 2004-0035, approved on June 17, 2004, has authorized grant funding for the Project hereafter described.

NOW, THEREFORE, it is agreed as follows:

1. The Project generally consists of education and outreach concerning urban runoff pollution, including citizen monitoring and management practice performance evaluation, for the benefit of the Grantee.

The Project Representatives during the term of this Agreement will be:

State Water Resources Control Board	Grantee: City of Chico
Name: Guy Chetelat, Grant Manager	Name: Rich Burgi, Project Director
Address: 415 Knollcrest Dr., Suite 100 Redding, Ca 96002	Address: P.O. Box 3420 Chico, Ca 95927
Phone: (530) 224-4997	Phone: (530) 895-4883
Fax: (530) 224-4857	Fax: (530) 895-4899
e-mail: gchetelat@waterboards.ca.gov	e-mail: rburgi@ci.chico.ca.us

Direct all inquiries to:

State Water Resources Control Board	Grantee: City of Chico
Section/Unit: Division of Financial Assistance	Section/Unit: Public Works
Attention: Janice Nishita <b>Carmen Rios</b> , Program Analyst	Attention: Rich Burgi, Grant Contact
Address: 1001 I Street, 16 <sup>th</sup> Floor, Sacramento, CA 95814	Address: P.O. Box 3420 Chico, Ca 95927

22

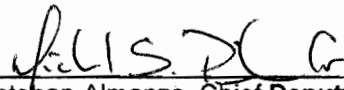
Phone: (916) 341-5679 <b>5659</b>	Phone: (530) 895-4883
Fax: (916) 341-5296	Fax: (530) 895-4899
e-mail: <a href="mailto:jnishita@waterboards.ca.gov">jnishita@waterboards.ca.gov</a> <a href="mailto:crios@waterboards.ca.gov">crios@waterboards.ca.gov</a>	e-mail: <a href="mailto:rburg@ci.chico.ca.us">rburg@ci.chico.ca.us</a>

Each party may change its Project Representative upon written notice to the other party.

2. Incorporation of Documents. This Agreement incorporates the following documents:
  - 2.1 Exhibit A, Scope of Work;
  - 2.2 Exhibit B, Invoicing, Budget Detail, and Reporting Provisions;
  - 2.3 Exhibit C, SWRCB General Conditions; and
  - 2.4 Exhibit D, Grant Program Terms and Conditions.
3. The Grantee accepts and agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and commitments made by the Grantee in its application, accompanying documents, and communications filed in support of its request for grant funding. Grantee shall comply with and require its contractors and subcontractors to comply with all applicable laws, policies and regulations.
4. The term of the Agreement shall begin on December 15, 2004 and continue through project completion plus three (3) years unless otherwise terminated or amended as provided in the Agreement. **HOWEVER, ALL WORK SHALL BE COMPLETED BY ~~March 31, 2007~~ December 31, 2007.**

IN WITNESS THEREOF, the parties have executed this Agreement on the dates set forth below.


By:   
Grantee Signature

By:   
Esteban Almanza, Chief **Deputy Director**  
SWRCB, Division of Administrative Services

David Burkland  
Grantee Typed/Printed Name

12-1-06  
Date

Assistant City Manager, 11/13/06  
Title and Date

Reviewed by   
Office of Chief Counsel  
Date: 11-28-06

Authorized pursuant to  
City Council Resolution No. 98-06  
adopted 11/07/06.

APPROVED AS TO FORM  
David R. Frank, Chico City Attorney

  
By: Lori J. Baker, Asst. City Attorney

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## EXHIBIT A – SCOPE OF WORK

### 1. Quality Assurance Project Plan and Monitoring Plan

- 1.1 Grantee shall prepare and maintain a Quality Assurance Project Plan (QAPP) that is consistent with the QAPP for the Surface Water Ambient Monitoring Program (SWAMP). The QAPP must be approved by the Regional Water Quality Control Board's (RWQCB) or SWRCB's Quality Assurance (QA) Officer prior to implementation of any sampling or monitoring activities. No monitoring may occur prior to QAPP approval. Any costs related to monitoring data collected prior to and not supported by the approved QAPP will not be reimbursed.
- 1.2 Grantee shall prepare and maintain a Monitoring Plan (MP) that describes the types of constituents to be monitored and the frequency/schedule for the monitoring activities. The MP shall be approved by the Grant Manager prior to implementation of any sampling or monitoring activities. No monitoring may occur prior to MP approval. The Grant Manager must approve any changes to the MP prior to implementation.

### 2. Work To Be Performed by Grantee:

#### 2.1 In addition to the provisions in Exhibit D, include the following monitoring requirements:

- a. quantifies benefits to the CALFED Bay-Delta program;
- b. tracks success toward meeting project desired outcomes;
- c. provides data of other project-appropriate environmental monitoring that will provide data of regional significance to the CALFED Watershed Program, including water quality characteristics, flow and hydrograph, habitat quality and distribution, and other data important to the accumulation of information regarding the status of the Bay-Delta system as a whole.

#### 2.2 Technical Advisory Committee

- 2.2.1 Establish a Technical Advisory Committee (TAC) to provide program oversight, data review and technical input.
- 2.2.2 The TAC will consist of representatives of various groups and agencies with an interest in the project's outcome (Chico Public Works Department, Chico Parks Department, Department of Water Resources (DWR), RWQCB, SWRCB Clean Water Team, U.S. Environmental Protection Agency, California Department of Fish and Game, California State University Chico, Sacramento River Watershed Program, etc.)
- 2.2.3 Invite by letter and phone the key organizations specified in 2.2.2 to forward representatives for the TAC.
- 2.2.4 Convene first meeting within six (6) months of project initiation.
- 2.2.5 Hold a minimum of two (2) meetings/year with stakeholders to gather feedback on the project.

#### 2.3 Education and Outreach: Focuses on educational messages to watershed residents and businesses on urban runoff problems and solutions

- 2.3.1 Participate in meetings of Chico Urban Streams Alliance (CUSA) partners to develop and implement Public Outreach Program. Provide updates on program to regular monthly meetings of Big Chico Creek Watershed Alliance and include in existing outreach to Alliance stakeholders. All education, outreach and public notification materials will be submitted for review and approval by the Grant Manager and CALFED prior to release.
- 2.3.2 Conduct public knowledge survey on existing knowledge of urban runoff pollution and methods used to gain environmental information. Survey will be conducted by phone using an existing scientific phone list and the results will be included in a quarterly report.
- 2.3.3 Establish Creek Watch Hotline to provide information to the public on water quality regulation, violation reporting and urban runoff pollution prevention. Publicize through print ads, Yellow Pages listing, Chico USA partners website postings and public service announcements. Evaluate and submit call patterns and report to the Grant Manager.

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- 2.3.4 Evaluate results of public knowledge survey for information to develop brochures. Select brochure message based on survey and create, print, and distribute five (5) brochures (minimum six thousand (6000) copies each) that target watershed residents and landowners. Post PDF files on website. Track distribution of brochures and report quarterly.
  - 2.3.5 Using results of public knowledge survey, develop media outreach strategy that identifies target audiences, appropriate messages and effective media. Implement a media outreach campaign that identifies urban runoff problems and solutions through public service announcements (minimum of sixty [60] placements) and paper media, audio, and visual media (including flyers, posters, press packets, stickers, buttons, magnets, and billboards) (minimum of three thousand [3000] pieces). All education, outreach and public notification materials will be submitted for review and approval by the Grant Manager and CALFED prior to release.
  - 2.3.6 Develop a presentation booth highlighting Chico USA and urban runoff problems/solutions. Conduct a minimum of twenty five (25) presentations highlighting the Chico USA collaborative work plan, progress, and products at existing workshops, conferences and other public forums (e.g. Home and Garden Show, farmers' markets, environmental fairs). Distribute feedback survey forms at appropriate forums (e.g. workshops).
  - 2.3.7 Conduct one-on-one outreach to potentially polluting businesses (e.g. carpet cleaners, landscape contractors) and streamside landowners consisting of telephone contact, door-to-door material distribution, conduct follow-up meetings, and property evaluation. Document response on standard evaluation form at each contact and report quarterly.
  - 2.3.8 Evaluate success of program based on feedback surveys from workshops, evaluation forms from one-on-one outreach, requests for information, website hit and hotline call patterns following outreach activities. Conduct evaluation at end of the first year and second year. Submit results to Grant Manager.
  - 2.3.9 Conduct public knowledge survey at the end of the second year on urban runoff knowledge and changes in Best Management Practices (BMP) use resulting from program. Conduct survey in Chico Urban Area and urbanized portions of the upper watershed, i.e. Cohasset and Forest Ranch. Document in appropriate monthly report and include in the Final Project Report.
- 2.4 Citizen Monitoring: Establish a volunteer monitoring program that will provide coordination and training to local citizens interested in participating in volunteer programs for stream assessment.
- 2.4.1 Expand the existing Chico Unified School District (CUSD) Watershed Education Project citizen monitoring program, assuming responsibility for that program to provide coordination and training to local citizens interested in participating in volunteer programs for stream assessment. The program will utilize the existing QAPP, database and trained volunteers of the CUSD Watershed Education Program as the basis on which to build the new program. All education, outreach and public notification materials will be submitted for review and approval by the Grant Manager and CALFED prior to release.
  - 2.4.2 Provide program management including: 1) coordination with other Chico USA partners; 2) monthly progress reports; 3) supervision and review of all work performed; 4) coordinate scheduling and supplies.
  - 2.4.3 Update CUSD Watershed Education Project QAPP, including a monitoring plan and landowner agreements, in accordance with the format described by the SWRCB Clean Water Team, and submit for agency approval.
  - 2.4.4 Prepare and submit to CUSA and Grant Manager written landowner agreements for any work that will be done on private property.
  - 2.4.5 Establish Equipment Bank by developing equipment list, maintaining, storing, calibrating and providing guidance in the proper use of equipment for sampling macroinvertebrates and water quality parameters. Coordinate with CUSD Watershed Education Project to minimize duplication of high cost equipment (e.g. e coli sampler).
  - 2.4.6 Develop outreach materials to solicit volunteers and report on monitoring activities, including flyers (minimum one thousand [1000]) and annual reports. Distribute materials through attendance at existing forums (ten [10] per year), one-on-one outreach to organizations that could provide volunteers (thirty [30] contacts), bi-annual newsletter with fact sheets and annual workshops.

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- 2.4.7 Develop training binders for volunteers and conduct quarterly training workshops (field monitoring, analysis, and calibration). Collect feedback surveys at each training workshop.
- 2.4.8 Conduct in-stream monitoring in accordance with QAPP and MP. Monitoring will be conducted at a minimum of six [6] sample sites on a quarterly basis, including parameters such as: temperature, dissolved oxygen, pH, conductivity, turbidity, nutrients, coliforms, benthics, redds surveys, longitudinal cross-sections, LWD (Large Way Debris), V\* (method for assessing channel morphology), photo documentation, stream-walk surveys, habitat typing. Analyze and interpret data collected, prepare data report; post on Chico USA partner websites. Gather and compile other background data reports developed for Big Chico Creek since Existing Conditions Report developed.
- 2.4.9 Coordinate and publicize a festival highlighting the accomplishments of participants in the volunteer monitoring program and present the data collected.

2.5 BMP Performance Evaluation: Use American Society of Civil Engineers (ASCE) and U.S. Environmental Protection Agency protocols to assess performance of two types of BMPs. The evaluation will assess the function of the facilities, including factors such as siting, design, and maintenance and be used to update the City's criteria for facility siting, design and maintenance.

- 2.5.1 Install influent and effluent samplers at two (2) facilities and conduct first year monitoring for a minimum of ~~four (4)~~ **eight (8)** storms at each site. Sample sediments for volume accumulated and toxic constituents. Analyze results and incorporate into BMP evaluation.
- 2.5.2 Install influent and effluent samplers at two (2) different facilities and conduct second year monitoring for a minimum of four (4) storms at each site. Sample sediments. Analyze **second year** results and compare to first year monitoring to develop recommendations for changes to siting, design, construction and maintenance criteria.

## 2.6 Draft and Final Project Report

~~2.6.1 Prepare a draft project report that includes the results of the items listed above. The report shall include the following narrative sections:~~

- ~~a. A brief introduction section including a statement of purpose, the scope of the project, and a description of the approach and techniques used during the project.~~
- ~~b. A list of the items previously submitted as outlined in the Table of Items For Review.~~
- ~~c. To the extent feasible final project report shall quantify benefits to the CALFED Bay-Delta program, tracks success toward meeting project desired outcomes, and provide data of other project-appropriate environmental monitoring that will provide data of regional significance to the CALFED Watershed Program, including water quality characteristics, flow and hydrograph, habitat quality and distribution, and other data important to the accumulation of information regarding the status of the Bay-Delta system as a whole.~~

~~2.6.2 Submit copies of the draft project report to the Grant Manager for review and comment.~~

~~2.6.3 Prepare a final project report that addresses, to the extent feasible, comments made by the Grant Manager on the draft project report. Submit one (1) reproducible master and one (1) copy of the final project report to the Grant Manager for review and acceptance.~~

**2.6.1 Prepare and submit to the Grant Manager a draft Project Report for review and comment that includes and addresses the following narrative sections and items.: Additional requirements are listed in Exhibit D.**

- a. A summary of the Project, describing Project purpose, scope and goals, activities completed, techniques used and partners involved.**
- b. A report of all monitoring and management practices or management measures implemented, together with their corresponding locations. The report shall be in a format that enables the Grant Manager to find the physical location of each implemented practice or measure and/or monitoring event in a quick and efficient manner. Acceptable formats include, but are not limited to:**

7/11/18

- Map of locations – The map of practices or measures implemented shall consist of dots placed on a USGS 7.5-minute quadrangle map at the implementation location. Lead lines shall be connected to a text box description of the practice or measure. The dots shall have a small enough diameter to enable the Grant Manager to locate the measure or practice within a 50-foot radius.
  - Project coding system – The project coding system shall explain the product coding used to describe each implemented practice or measure, together with its corresponding latitude and longitude.
- c. Describe Project performance, including benefits, successes and shortcomings, consistent with the PAEP. Enumerate specific quantifiable environmental changes and results of the Project. As appropriate, include 1) behavioral results such as the amount of management practices or measures implemented, 2) estimates or measurements of the amount of pollutants prevented from reaching surface or ground water, and 3) documented changes in water quality based on monitoring.
- d. Identify lessons learned in carrying out the Project. Describe what worked and what did not work, and how similar efforts could be utilized within the Project area, as well as in other watersheds.
- e. Describe the extent of outreach that has been conducted and if there are plans to further promote the results of the Project to achieve additional implementation.
- f. Describe the Project's funding. Include the projected cost and actual cost of the Project, how much of the grant funds were spent, and how much funding was put into the Project from sources other than CWA Section 319(h). Identify funding sources that have been "leveraged" by the Project and plans for funding future activities.
- g. Identify planned or potential follow-up activities, such as any additional steps necessary to achieve the water quality objectives, Total Maximum Daily Loads (TMDL) or local watershed plans.
- h. Include appropriate photos and graphics.
- i. A list of items submitted as outlined in the Table of Items for Review.
- j. Any additional information that is deemed appropriate by the Project Director or Grant Manager.
- 2.6.2 Prepare a final Project Report that addresses, to the extent feasible, comments made by the Grant Manager on the draft final Project Report. Submit one (1) reproducible master, two (2) copies, and an electronic copy of the final.

7/11/05

TABLE OF ITEMS FOR REVIEW

Item	DESCRIPTION	GRANT FUNDING	DUE DATE
--	Personnel Services		
<b>EXHIBIT A – SCOPE OF WORK</b>			
1.0	QUALITY ASSURANCE PROJECT PLAN and MONITORING PLAN		
1.1	Quality Assurance Project Plan		April 20, 2005
1.2	Monitoring Plan		April 20, 2005
2.0	WORK TO BE PERFORMED BY GRANTEE		
2.3	Education and Outreach	\$132,537	
2.3.2	Public Survey Questionnaire		April 20, 2005
2.3.3	Creek Watch Hotline and notifications survey		July 20, 2005
2.3.4	Public knowledge survey results and analysis		October 20, 2005
2.3.4	Copies of Brochures and public relations media products		October 20, 2005
2.3.5	Media strategy and outreach materials		October 20, 2005
2.3.6	Presentation booth education materials		October 20, 2005
2.3.7	Business Outreach and survey materials		Quarterly
2.3.8	Education and outreach effectiveness evaluation report		April 20, 2006 and March 1, 2007 <u>July 2007</u>
2.3.9	Public knowledge survey results		March 1, 2007 <u>July 2007</u>
2.4	Citizen Monitoring	\$125,627	
2.4.3	Update QAPP		April 20, 2005
2.4.5	Establish Equipment Bank		July 20, 2005
2.4.6	Citizen monitoring outreach materials		April 20, 2005
2.4.7	Volunteer Training materials		July 20, 2005
2.4.9	Citizen monitoring reports		Quarterly
2.5	BMP performance evaluation	\$139,550	
2.5.1	Facility monitoring results and analysis		July 20, 2006
2.5.2	BMP recommendations		March 1, 2007 <u>December 2007</u>
2.6	Final Reports	\$3,000	

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Item	DESCRIPTION	GRANT FUNDING	DUE DATE
2.6.1	Draft Project Report		<del>February 15, 2007</del> <b>November 1, 2007</b>
2.6.2	Final Project Report		<del>March 2007</del> <b>December 1, 2007</b>
<b>EXHIBIT B – INVOICING, BUDGET DETAIL AND REPORTING PROVISIONS</b>			
5.0	STANDARD REQUIREMENTS CERTIFICATION FORM		(as needed)
6.1	Progress Reports by the twentieth (20 <sup>th</sup> ) of the month following the end of the calendar quarter (March, June, September, and December)	--	Quarterly
6.2	Expenditure/Invoice Projections	--	Quarterly
6.3	Grant Summary Form		Day 90
6.4	Natural Resource Projects Inventory project survey form		Before final invoice
<b>EXHIBIT C – SWRCB GENERAL CONDITIONS</b>			
6	Copy of final CEQA/NEPA documentation		April 20, 2005
22	Contract documentation & signed cover sheets for all permits		April 20, 2005
<b>EXHIBIT D – GRANT PROGRAM TERMS &amp; CONDITIONS</b>			
	Project Assessment and Evaluation Plan (PAEP)		April 20, 2005
Total Grant Funds:		\$ 400,714	



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## EXHIBIT B – INVOICING, BUDGET DETAIL AND REPORTING PROVISIONS

### 1. Invoicing

~~1.1 Invoices shall include the Agreement Number. The original invoice shall be submitted to the SWRCB's Program Analyst on a quarterly basis consistent with the reporting schedule in Section 6.1 of this exhibit. Three (3) copies of the invoice shall be submitted to the SWRCB's Grant Manager. The addresses for submittal are:~~

**1.1 Invoices shall be submitted in the format provided by the SWRCB. The original invoice shall be submitted to the SWRCB's Grant Manager on a quarterly basis consistent with the reporting schedule in Section 5.1 of this exhibit. The address for submittal is:**

Janice Nishita, Program Analyst  
SWRCB, Division of Financial Assistance  
1001 I Street, 16<sup>th</sup> Floor  
Sacramento, CA 95814

Guy Chetelat, Grant Manager  
Regional Water Quality Control Board  
415 Knollcrest Dr., Suite 100  
Redding, CA 96002

1.2 Payment of any invoice shall be made only after receipt of a complete, adequately supported, properly documented and accurately addressed invoice. Invoices received by the SWRCB that are not consistent with the approved format will be cause for an invoice to be disputed. In the event of an invoice dispute, the SWRCB's Grant Manager will notify the Grantee by initiating an "Invoice Dispute Notification" form. Payment will not be made until the dispute is resolved and a corrected invoice submitted. Failure to use the address exactly as provided above may result in return of the invoice to the Grantee. Payment shall be deemed complete upon deposit of the payment, properly addressed, postage prepaid, in the United States mail. All invoices must be approved by the SWRCB's Grant Manager.

1.3 Notwithstanding any other provision of this Agreement, no disbursement shall be required at any time or in any manner which is in violation of or in conflict with federal or state laws, rules, or regulations, or which may require any rebates to the Federal Government, or any loss of tax-free status on state bonds, pursuant to any Federal statute or regulation.

1.4 Notwithstanding any other provision of this Agreement, the Grantee agrees that the SWRCB may retain an amount equal to ten percent (10%) of the grant amount specified in this Agreement until completion of the Project to the reasonable satisfaction of the SWRCB. Any retained amounts due to the Grantee will be promptly disbursed to the Grantee, without interest, upon completion of the Project.

1.5 The invoice shall contain the following information:

1.5.1 The word "INVOICE" and a sequential invoice number should appear in a prominent location at the top of the page(s);

1.5.2 Printed name of the Grantee;

1.5.3 Business address of the Grantee, including P.O. Box, City, State, and Zip Code;

1.5.4 The date of the invoice;

1.5.5 The number of the Agreement upon which the claim is based; and

1.5.6 An itemized account of the work for which the SWRCB is being billed;

1.5.6.1 The time period covered by the invoice, i.e., the term "from" and "to";

1.5.6.2 A brief description of the work performed;

1.5.6.3 The method of computing the amount due. On cost reimbursable agreements, invoices must be itemized based on the categories specified in the Budget. The amount claimed for salaries/wages/consultant fees must also be explained; i.e., hours or days worked times the hourly or daily rate = the total amount claimed;

1.5.6.4 The total amount due; this should be in a prominent location in the lower right-hand portion of the last page and clearly distinguished from other figures or computations appearing on the invoice; the total amount due shall include all costs incurred by the Grantee under the terms of this Agreement; and

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- 1.5.7 Original signature and date (in ink) of Grantee or its authorized representative.
- 1.5.8 Final invoice shall be clearly marked "FINAL INVOICE" and submitted NO LATER THAN ~~May 1, 2007~~ **February 1, 2008**.

## 2. Budget Contingency Clause

The maximum amount to be encumbered under this Agreement for the 2004-05 fiscal year ending June 30, 2005 shall not exceed FOUR HUNDRED THOUSAND SEVEN HUNDRED FOURTEEN DOLLARS (\$400,714).

If the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of the SWRCB to make any payments under this Agreement. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Agreement. Nothing in this Agreement shall be construed to provide the Grantee with a right of priority for payment over any other Grantee.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Grantee to reflect the reduced amount.

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3. LINE ITEM BUDGET

	PROP. 13	MATCH	TOTAL
Personnel Services (includes benefits)	<u>-0-</u>	\$4275	\$4275
Class			
Associate Civil Engineer			
Hours			
95			
Wage/Hour			
\$45/hr			
 Operating Expenses	 \$27,820	 <u>\$29,868</u>	 \$27,820 <u>\$29,868</u>
Includes: 2 ISCO Model 6712 samplers and supplies			
 Professional and Consultant Services	 \$372,894	 <u>\$370,846</u>	 \$372,894 <u>\$379,846</u>
Project Management, Big Chico Creek Watershed Alliance			
Public Outreach and Education, Butte Environmental Council			
Citizen Monitoring, Big Chico Creek Watershed Alliance			
BMP Performance Monitoring, Kennedy/Jenks Consultants			
 TOTAL	 \$400,714	 \$4275	 \$404,989

4. Budget Line Item Flexibility

4.1 Line Item Adjustment(s). Subject to the prior review and approval of the SWRCB's Grant Manager, adjustments between existing line item(s) may be used to defray allowable direct costs up to fifteen percent (15%) of the Agreement total including any amendment(s) thereto. Line item adjustments in excess of fifteen percent (15%) shall require a formal Agreement amendment.

4.2 Procedure to Request an Adjustment. Grantee may submit a request for an adjustment in writing to the SWRCB. Such adjustment may not increase or decrease the total grant amount allocated per fiscal year. The Grantee shall submit a copy of the original Agreement Budget sheet reflecting the requested changes. Changes shall be noted by striking the original amount(s) followed with revised change(s) in bold and underlined. Budget adjustments deleting a budget line item or adding a new budget line item requires a formal amendment and are not permissible under this provision. The SWRCB may also propose adjustments to the budget.

5. Standard Requirements Certification Form. Grantee shall provide to the SWRCB's Grant Manager a Standard Requirements Certification Form (to be provided by the SWRCB) certifying that QAPP/CEQA/NEPA/PERMIT documents have been received by the Grant Manager. Payment for activities that require a completed QAPP or CEQA/NEPA documents, or permits, shall not be made to Grantee until the certification form is received by the SWRCB's Grant Manager.

6. Reports.

6.1 Grantee shall submit quarterly progress reports to the SWRCB's Grant Manager by the twentieth (20<sup>th</sup>) of the month following the end of the calendar quarter (March, June, September, and December). The progress reports shall describe activities undertaken and accomplishments during the month, milestones achieved, and any problems encountered in the performance of the work under this Agreement. Grantee shall document all contractor activities and expenditures in progress reports.

6.2 Every three (3) months (quarterly) during the work performed under the Scope of Work - Exhibit A section of this Agreement, the Grantee shall develop and submit to their assigned SWRCB's Program Analyst expenditure/invoice projections to enable funding to be available for payment of invoices.

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- 6.3 Grantee shall complete a one (1) page Grant Summary Form <http://www.swrcb.ca.gov/nps/docs/consummary.doc>  
<http://www.waterboards.ca.gov/funding/docs/grantinfo/grantsum/doc> within three (3) months of the Agreement execution. A hard copy shall be submitted to the Grant Manager and an electronic copy to the Program Analyst for SWRCB website posting.
- 6.4 At the completion of this project, the Grantee shall complete and submit electronically a Natural Resource Projects Inventory (NRPI) project survey form [http://www.ice.ucdavis.edu/nrpi\\_forms/default.asp](http://www.ice.ucdavis.edu/nrpi_forms/default.asp)  
<http://www.ice.ucdavis.edu/nrpi>. A hard copy shall be submitted to the Program Analyst prior to final payment.
- 6.5 The Grantee agrees to expeditiously provide, during work on the Project and throughout the term of this Agreement, such reports, data, information, and certifications as may be reasonably required by the SWRCB.
7. Payment of Project Costs. The Grantee agrees that it will provide for payment of its full share of Project costs and that all costs connected with the Project will be paid by the Grantee on a timely basis.
8. Audit Disallowances. The Grantee agrees it shall return any audit disallowances to the SWRCB.

EXHIBIT C  
SWRCB GENERAL CONDITIONS

1. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
2. **APPROVAL:** The Grantee will not proceed with any work on the Project until authorized in writing by the SWRCB.
3. **ASSIGNMENT:** This grant is not assignable by the Grantee, either in whole or in part, without the consent of the SWRCB.
4. **AUDIT:** Grantee agrees that the awarding department, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The grantee agrees to maintain such records for a possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any contract related to performance of the Agreement.
5. **BONDING:** Where contractors are used, Grantee shall not authorize construction to begin until each such contractor has furnished a performance bond in favor of the Grantee in the following amounts: faithful performance (100%) of contract value; labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$20,000.00.
6. **CEQA/NEPA:** No work that is subject to the California Environmental Quality Act (CEQA) or National Environmental Policy Act (NEPA) may proceed under this Agreement until documents that satisfy the CEQA/NEPA process are received by the Grant Manager.
7. **COMPLIANCE WITH LAW, REGULATIONS, ETC.:** The Grantee agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and state laws, rules, guidelines, regulations, and requirements. Without limitation of the foregoing, the Grantee agrees that, to the extent applicable, the Grantee will comply with the provisions of the adopted environmental mitigation plan for the term of this Agreement.
8. **COMPUTER SOFTWARE:** The Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
9. **CONTINUOUS USE OF PROJECT; LEASE OR DISPOSAL OF PROJECT:** The Grantee agrees that, except as provided in the agreement, it will not abandon, substantially discontinue use of, lease, or dispose of the project or any significant part or portion thereof during the useful life of the project without prior written approval of the division. Such approval may be conditioned as determined to be appropriate by the SWRCB, including a condition requiring repayment of all or any portion of all remaining grant project funds covered by this agreement together with accrued interest and any penalty assessments which may be due.
10. **DAMAGES FOR BREACH AFFECTING TAX EXEMPT STATUS:** In the event that any breach of any of the provisions of this Agreement by the Grantee shall result in the loss of tax exempt status for any state bonds, or if such breach shall result in an obligation on the part of the State to reimburse the federal government by reason of any arbitrage profits, the Grantee shall immediately reimburse the State in an amount equal to any damages paid by or loss incurred by the State due to such breach.
11. **DISPUTES:** Grantee shall continue with the responsibilities under this Agreement during any dispute. Any dispute arising under this Agreement which is not otherwise disposed of by agreement shall be decided by the Chief of the Division of Financial Assistance (Division), or his or her authorized representative. The

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decision shall be reduced to writing and a copy thereof furnished to the Grantee and to the SWRCB's Executive Director. The decision of the Division shall be final and conclusive unless, within thirty (30) calendar days after mailing of the Division decision to the Grantee, the Grantee mails or otherwise furnishes a written appeal of the decision to the SWRCB's Executive Director. The decision of the SWRCB's Executive Director shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal under this clause, the Grantee shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Grantee shall continue to fulfill and comply with all the terms, provisions, commitments, and requirements of this Agreement. This clause does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of the SWRCB, or any official or representative thereof, on any question of law.

12. **FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS:** The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of state law or this Agreement. The Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.
13. **GOVERNING LAW:** This grant is governed by and shall be interpreted in accordance with the laws of the State of California.
14. **GRANT MODIFICATIONS:** The SWRCB may, at any time, without notice to any sureties, by written order designated or indicated to be a "grant modification", make any change in Exhibit A, for the work to be performed under this Agreement so long as the modified work is within the general scope of work called for by this Agreement, including but not limited to changes in the specifications or in the method, manner, or time of performance of work. If the Grantee intends to dispute the change, the Grantee must, within ten (10) days after receipt of a written "grant modification", submit to the SWRCB a written statement setting forth the disagreement with the change.
15. **INCOME RESTRICTIONS:** The Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Agreement shall be paid by the Grantee to the State, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the State under this Agreement.
16. **INDEPENDENT ACTOR:** The Grantee, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers of employees or agents of the SWRCB.
17. **INSPECTION:** Throughout the term of this Agreement, the SWRCB shall have the right to inspect the project area to ascertain compliance with this Agreement.
18. **INSURANCE:** Throughout the life of the project of this Agreement, the Grantee shall provide and maintain insurance against fire, vandalism and other loss, damage, or destruction of the facilities or structures constructed pursuant to this Agreement, if any. This insurance shall be issued by a company or companies admitted to transact business in the State of California. The insurance policy shall contain an endorsement specifying that the policy will not be cancelled or reduced in coverage without thirty (30) days' prior written notice to the SWRCB. In the event of any damage to or destruction of the Project or any larger system of which it is a part, the net proceeds of insurance shall be applied to the reconstruction, repair or replacement of the damaged or destroyed parts of the Project or its larger system. The Grantee shall begin such reconstruction, repair, or replacement as expeditiously as possible and shall pay out of such net proceeds all costs and expenses in connection with such reconstruction, repair or replacement so that the same shall be completed and the larger system shall be free of all claims and liens.
19. **NONDISCRIMINATION:** During the performance of this Agreement, the Grantee and its contractors shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of sex, race, religion, color, national origin, ancestry, disability, sexual orientation, medical condition, marital status, age (over 40) or denial of family-care leave, medical-care leave, or

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pregnancy-disability leave. The Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment.

20. **NOTICE:** The Grantee shall promptly notify the SWRCB of events or proposed changes that could affect the scope, budget, or work performed under this Agreement. The Grantee agrees that no substantial change in the scope of the Project will be undertaken until written notice of the proposed change has been provided to the SWRCB, and the SWRCB has given written approval for such change. The Grantee shall notify the SWRCB at least ten (10) working days prior to any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by SWRCB's representatives. The Grantee shall promptly notify the SWRCB in writing of completion of work on the Project. The Grantee shall promptly notify the SWRCB in writing of any cessation of all major construction work on the Project where such cessation of work is expected to or does extend for a period of thirty (30) days or more and of any circumstance, combination of circumstances, or condition, which is expected to or does delay completion of construction for a period of ninety (90) days or more beyond the estimated date of completion of construction previously provided.
21. **OPERATIONS & MAINTENANCE:** The Grantee shall maintain and operate the facility and structures constructed or improved as part of the project throughout the term of this Agreement, consistent with the purposes for which this Grant was made. The Grantee assumes all operations and maintenance costs of the facilities and structures; the SWRCB shall not be liable for any cost of such maintenance, management or operation. The Grantee may be excused from operations and maintenance only upon the written approval of the Grant Manager. For purposes of this Agreement, "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses. "Maintenance costs" include ordinary repairs and replacements of a recurring nature necessary to prolong the life of capital assets and basic structures, and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures.
22. **PERMITS, CONTRACTING, WAIVER, REMEDIES AND DEBARMENT:** The Grantee shall procure all permits and licenses necessary to accomplish the work contemplated in this Agreement, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. Any contractors, outside associates, or consultants required by the Grantee in connection with the services covered by this Agreement shall be limited to such individuals or firms as were specifically identified and agreed to during negotiations for this Agreement, or as are specifically authorized by the SWRCB's Grant Manager during the performance of this Agreement. Any substitutions in, or additions to, such contractors, associates, or consultants, shall be subject to the prior written approval of the SWRCB's Grant Manager. Any waiver of rights with respect to a default or other matter arising under the Agreement at any time by either party shall not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of the State provided for in this Agreement are in addition to any other rights and remedies provided by law. The Grantee shall not contract with any party who is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension". The Grantee shall not contract with any individual or organization on USEPA's List of Violating Facilities. (40 CFR, Part 31.35, Gov. Code 4477) The Grantee certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or grantee;
  - b. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and



- d. Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.
23. **PREVAILING WAGES AND LABOR COMPLIANCE:** If applicable, the Grantee agrees to be bound by all the provisions of State Labor Code Section 1771 regarding prevailing wages. If applicable, the Grantee shall monitor all agreements subject to reimbursement from this Agreement to assure that the prevailing wage provisions of State Labor Code Section 1771 are being met. The Grantee agrees to fulfill its responsibilities under Section 1771.8 of the Labor Code, where applicable.
24. **PROFESSIONALS:** The Grantee agrees that only licensed professionals will be used to perform services under this Agreement where such services are called for.
25. **RECORDS:** Without limitation of the requirement to maintain Project accounts in accordance with generally accepted accounting principles, the Grantee agrees to:
- Establish an official file for the Project which shall adequately document all significant actions relative to the Project;
  - Establish separate accounts which will adequately and accurately depict all amounts received and expended on this Project, including all grant funds received under this Agreement;
  - Establish separate accounts which will adequately depict all income received which is attributable to the Project, especially including any income attributable to grant funds disbursed under this Agreement;
  - Establish an accounting system which will adequately depict final total costs of the Project, including both direct and indirect costs;
  - Establish such accounts and maintain such records as may be necessary for the state to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations; and
  - If Force Account is used by the Grantee for any phase of the Project, establish an account that documents all employee hours, and associated tasks charged to the Project per employee.
26. **RIGHTS IN DATA:** The Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Agreement shall be in the public domain. The Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Agreement, subject to appropriate acknowledgement of credit to the SWRCB for financial support. The Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so.
27. **STATE REVIEWS AND INDEMNIFICATION:** The parties agree that review or approval of Project applications, documents, permits, plans and specifications or other Project information by the SWRCB is for administrative purposes only and does not relieve the Grantee of its responsibility to properly plan, design, construct, operate, maintain, implement, or otherwise carry out the Project. To the extent permitted by law, the Grantee agrees to indemnify, defend and hold harmless the SWRCB and the State against any loss or liability arising out of any claim or action brought against the SWRCB and/or the State from and against any and all losses, claims, damages, liabilities or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from, or in any way connected with (1) the Project or the conditions, occupancy, use, possession, conduct or management of, work done in or about, or the planning, design, acquisition, installation or construction, of the Project or any part thereof; (2) the carrying out of any of the transactions contemplated by this Agreement or any related document; (3) any violation of any applicable law, rule or regulation, any environmental law (including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the California Hazardous Substance Account Act, the Federal Water Pollution Control Act, the Clean Air Act, the California Hazardous Waste Control Law and California Water Code Section 13304, and any successors to said laws), rule or regulation or the release of any toxic substance on or near the System; or (4) any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements required to be stated therein, in light of the circumstances under which they were made, not misleading with respect to any information provided by the Grantee for use in any



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disclosure document utilized in connection with any of the transactions contemplated by this Agreement. To the fullest extent permitted by law, the Grantee agrees to pay and discharge any judgment or award entered or made against the SWRCB and/or the State with respect to any such claim or action, and any settlement, compromise or other voluntary resolution. The provisions of this section shall survive the term of this Agreement.

28. **SUPPLEMENTAL ENVIRONMENTAL PROJECTS:** Grant Funds shall not be used for supplemental environmental projects required by Regional Boards.
29. **SWRCB ACTION, COSTS, AND ATTORNEY FEES:** The Grantee agrees that any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to the SWRCB as a result of breach of this Agreement by the Grantee, whether such breach occurs before or after completion of the Project, and exercise of any remedy provided by this Agreement by the SWRCB shall not preclude the SWRCB from pursuing any legal remedy or right which would otherwise be available. In the event of litigation between the parties hereto arising from this Agreement, it is agreed that the prevailing party shall be entitled to such reasonable costs and/or attorney fees as may be ordered by the court entertaining such litigation.
30. **TERMINATION, IMMEDIATE REPAYMENT, INTEREST:** This Grant Agreement may be terminated by written notice at any of this Grant Agreement time prior to completion of the Project, at the option of the SWRCB, upon violation by the Grantee of any material provision after such violation has been called to the attention of the Grantee and after failure of the Grantee to bring itself into compliance with the provisions of this Agreement within a reasonable time as established by the SWRCB. In the event of such termination, the Grantee agrees, upon demand, to immediately repay to the SWRCB an amount equal to the amount of grant funds disbursed to the Grantee prior to such termination. In the event of termination, interest shall accrue on all amounts due at the highest legal rate of interest from the date that notice of termination is mailed to the Grantee to the date of full repayment by the Grantee.
31. **TIMELINESS:** Time is of the essence in this Agreement. The Grantee shall proceed with and complete the Project in an expeditious manner.
32. **TRAVEL AND PER DIEM:** Any reimbursement for necessary travel and per diem shall be at rates not to exceed those amounts paid to the State's represented employees under collective bargaining Agreements currently in effect. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the SWRCB.
33. **UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement shall continue to have full force and effect and shall not be affected thereby.
34. **USEFUL LIFE OF PROJECT:** For the purpose of this Agreement, the useful life of any constructed portions of this Project begins upon completion of construction and continues until (20) years thereafter.
35. **VENUE:** The SWRCB and the Grantee hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.
36. **WITHHOLDING OF GRANT DISBURSEMENTS:** The SWRCB may withhold all or any portion of the grant funds provided for by this Agreement in the event that the Grantee has materially violated, or threatens to materially violate, any term, provision, condition, or commitment of this Agreement; or the Grantee fails to maintain reasonable progress toward completion of the Project.

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EXHIBIT D  
Grant Program Terms & Conditions

1. This project is to develop local watershed management plans or to implement project consistent with local watershed management and regional water quality control plans, as such terms are defined in Water Code § 79078.
2. The Grantee certifies that it has adequate legal authority to manage the grant money.
3. The Grantee certifies that it is a member of local watershed group, as defined in Water Code § 79078.
4. The Grantee certifies that its project is designed to withstand substantial flooding, if a watershed improvement project.
5. Notwithstanding Exhibit A, the Grantee agrees to submit a monitoring and reporting plan that will do all of the following:
  - a. describes baseline water quality of the water body impacted
  - b. describes manner in which proposed watershed restoration activities are implemented
  - c. determines effectiveness of watershed restoration activities in preventing or reducing pollution
  - d. determines, to extent feasible, changes in pattern of flow in affected streams, including reduction of flood flows and increases in spring, summer, and fall flows that result from the implementation of the project
  - e. determines, to the extent feasible, economic benefits resulting from changes determined pursuant to (c) or (d) above.
6. The Grantee shall inform the SWRCB with regard to necessary public agency approvals, entitlements, and permits that may be necessary to implement the project. The Grantee shall certify to the SWRCB, at the appropriate time, that it has obtained those approvals, entitlements, and permits.
7. The Grantee shall notify, in writing, adjoining landowners of its request for this grant and the scope of the project for which the grant funding is requested. Upon completion of the notification required under this section, the Grantee shall inform the SWRCB that the notification has occurred.
8. The Grantee hereby certifies that it has written permission from the landowners of the parcel on which work will occur under this Agreement.
9. Notwithstanding Exhibit A, if this project is a capital outlay project, the Grantee agrees to submit a report to the SWRCB at the completion of the project that summarizes the completed project and identifies additional steps necessary to achieve the purposes of the local watershed management plan, as such term is defined under Water Code § 79078.
10. The Grantee certifies that if a recovery plan for coho, steelhead, or other threatened or endangered aquatic species exists, this project is consistent with such a plan and, if feasible, implements actions in such a plan.